

EXHIBIT 11

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into and effective as of February 22, 2012, by and Ellis-Hall Consultants, LLC, a Utah limited liability company ("Assignee") and Sustainable Power Group, LLC, a Delaware limited liability company ("Assignor").

WHEREAS, Assignor is the owner of certain renewable energy lease option agreements, as more fully described in Exhibit A (the "Leases"), for property located in San Juan County, Utah; and

WHEREAS, the Leases were originally executed by Renewable Energy Development Corporation ("REDCO") with the landowners listed in Exhibit A; and

WHEREAS, REDCO filed a petition for protection under Chapter 7 of the U.S. Bankruptcy Code on December 30, 2011 and the Leases were sold to Assignor pursuant to an Asset Purchase Agreement between Assignor and the REDCO Trustee as of January 31, 2012 (the "Bankruptcy Sale"); and

WHEREAS, Assignor desires to transfer the Leases to Assignee for the consideration set forth herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the parties intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. For the sum of [REDACTED] Assignor hereby transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in, to an under the Leases.
2. Assignee shall hold all of Assignor's right, title, and interest in each of the Assigned Agreements and assumes all liabilities, obligations, commitment and responsibilities of Assignor accruing and arising from and after the execution of this Agreement.
3. Assignor further transfers and assigns to Assignee, all of Assignor's right, title and interest in, to an under the Assumed Obligations. Assignee is not assuming and shall not have any obligations of Assignor with respect to any liability not specifically included within the definition of Assumed Obligations.
4. From time to time, at Assignee's or Assignor's request, whether on or after the date hereof and without further consideration, Assignor or Assignee, as applicable, shall execute and deliver to the other, or cause to be executed and delivered to the other, such further instruments of assignment, conveyance, and transfer as may be reasonably necessary to assign, convey and transfer the aforementioned contracts, permits, liabilities and obligations.

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5. Assignee shall provide notice of this Agreement to each of the counterparties of the Leases in the form attached hereto as Exhibit B.

6. Assignee shall receive the Leases "as-is." Assignor represents and warrants that it is the rightful owner of the Leases pursuant to the Bankruptcy Sale and that it has all power and authority to enter into this Agreement.

7. The construction and performance of this Agreement shall be governed by the laws of the State of Utah without regard to its conflicts or choice of law provisions.

8. This Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns. Nothing contained in this Agreement, express or implied, is intended to confer to any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities of any kind whatsoever under or by reason of this Agreement.

9. This Agreement may be executed in one or more counterparts, by facsimile signature or an email of a PDF signature, each of which shall be deemed an original, but all of which together shall be one and the same instrument.

10. None of the provisions of this Agreement may be waived, changed or altered except in a signed writing by Assignor and Assignee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered effective as of the date first written above.

Assignor:


Sustainable Power Group, LLC

By: 

Its: General Counsel

Assignee:

Ellis-Hall Consultants, LLC

By: 

Its: MAJOR

EXHIBIT A**Leases**

	Lessor Name	Lessor Address
# 1-	Adams, Joseph John	PO Box 951108, South Jordan, Utah 84095
# 2-	Mossbuck, LLC	PO Box 951108, South Jordan, Utah 84095
	Roring, Corinne	PO Box 56, Monticello, Utah 84535
# 3	John F. Roring Family Trust	971 West 520 North, Tremonton, Utah 84337
# 4	Roring, Michael N.	952 East 1400 South, Orem, Utah 84097
# 5	Halls, Franklin Eric & Kim	PO Box 428, Monticello, Utah 84535
# 6	Corinne & Nelson Roring trustee for John Edward Roring	PO Box 56, Monticello, Utah 84535

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EXHIBIT B
Form of Notice

[Lessor Name]

Re: Assignment of Renewable Energy Lease Option Agreement

Dear [Lessor]:

This letter is to serve as notice to you that your Renewable Energy Lease Option Agreement with Renewable Energy Development Corporation ("REDCO") has been transferred and assigned to Ellis-Hall Consultants, LLC, located at _____ . Should you have any questions, please contact _____ at [insert phone number].

Sincerely,
